

BEST AVAILABLE COPY**EXHIBIT D****ASSIGNMENT**

WHEREAS HK MEDICAL TECHNOLOGIES, INC., a Texas corporation ("ASSIGNOR"), and FEELSURE HEALTH CORPORATION, a Delaware corporation ("ASSIGNEE"), are parties to an OUS Patent License Agreement, dated March 26, 2001 (the "License Agreement"), governing the license back by Assignee to Assignor of non-medical applications of the non-U.S. Patents (the "Patents") assigned by Assignor to Assignee pursuant to an OUS Patent Assignment, dated March 26, 2001, between Assignor and Assignee (the "OUS Patent Assignment"), a copy of which is attached hereto;

WHEREAS, under the OUS Patent Assignment, Assignor retained certain reassignment rights with respect to the Patents (the "Reassignment Rights");

WHEREAS, Assignor desires to transfer and Assignee desires to acquire all of Assignor's right, title and interest in and to the Patents and to terminate the Patent License;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee the entire right, title and interest in and to the Patents, including the right to claim priority and the right to any continuation, division or substitute application thereof and the Reassignment Rights.

The License Agreement is hereby terminated and shall be of no further force or effect. Assignor hereby assigns to Assignee any and all claims it may have under the License Agreement.

Assignor agrees that when requested by Assignee it will execute all documents necessary or desirable to properly vest full right, title and interest in and to all of the Patents in the name of Assignee or which, in the sole judgment of Assignee, may be necessary to obtain, maintain, issue or enforce any of the Patents. Assignor represents and warrants that the Patents constitute all of the patents and patent applications in jurisdictions outside of the United States of America related to bladder control devices in which it has an interest.

IN WITNESS WHEREOF, HK MEDICAL TECHNOLOGIES, INC. has caused this Patent Assignment to be executed and delivered as of the ___ day of May, 2004.

HK MEDICAL TECHNOLOGIES, INC.

By: 

Timothy H. Herring, President

State of Texas)

) ss.: 451-02-4828

County of Bexar)

On this ___ day of May, 2004, before me personally came Timothy H. Herring, to me known, who being by me duly sworn, did depose and say that he signed his name to the above Assignment as President of HK MEDICAL TECHNOLOGIES, INC.

[Notarial Seal]


Notary Public



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